

From: Secretary of State Office
1500 11th Street
4th Floor
Sacramento CA 95814

To: Ms Garcia Hillman
State HAVA Funding Reports
U.S. Election Assistance Commission
1225 New York Avenue, NW - Ste 1100
Washington DC 20005

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U.S. ELECTION ASSISTANCE
COMMISSION

2007 MAR 19 AM 9:55



BRUCE McPHERSON |

SECRETARY OF STATE | U.S. ELECTION ASSISTANCE COMMISSION

EXECUTIVE OFFICE | 1500 11th Street, Sacramento, CA, 95814 tel 916.653.7244 fax 916.653.4620 www.ss.ca.gov

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November 15, 2006

Edgardo Cortes
Election Assistance Commission
102 Funds Certification
1225 New York Avenue, NW, Suite 1100
Washington, D.C. 20005

via e-mail and US Postal Service

Dear Mr. Cortes:

Attached please find California's certification of Help America Vote Act Section 102 funding expenditures.

There are two clarifications to the submitted certification that are necessary.

First, in Section II, at #5, the certification document states that all voting systems used to replace punch card or lever machines were in place and used in the state's April 11, 2006 Federal election. California has affirmed this statement. However, only a portion of one jurisdiction conducted a federal election on April 11, 2006 (San Diego County's special election to fill a vacancy in the 50th Congressional District). It would be more accurate to say that the "voting system(s) procured to replace punch card...machines were in place and used" in San Diego County's Federal special election conducted on April 11, 2006. As a practical matter, other jurisdictions could not have "in place and use" replacement voting systems on April 11, 2006 – the date of San Diego County's special election in the 50th Congressional District – because no other jurisdictions conducted an election on that date. Therefore, it should be noted that all jurisdictions had in place and used voting machines procured to replace punch card machines in the first Federal election conducted in those jurisdictions (i.e. on June 6, 2006). I hope this clarifies this matter.

Second, it is the understanding of this office that Section 102 funds have been fully expended (finally transferred to a third party) in all jurisdictions in California, except one. This is further explained, as required by instructions to the certification, in "Attachment D, Obligated Funds." All jurisdictions have complied with the requirements of Section 102 by replacing punch card voting systems that were then in use at the November 2000 Federal election. One jurisdiction reports it will soon exhaust the funds (by finally transferring them to a vendor), but have not yet received and submitted final invoices to this office. Per the contract between the state and local jurisdictions, all invoices that support full expenditure of the funds are due to this office no later than December 31, 2006. The contract obligating the funds for the county that has not yet submitted final invoices is attached per the certification requirements.

Finally, for your records California has attached the certification from local election officials from eligible jurisdictions that confirm the replacement of punch card voting systems in their respective county.

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I hope this provides you with a full understanding of California's status on punch card replacement pursuant to Section 102. Should you have any questions, please do not hesitate to contact me at 916-651-7837 before the end of this calendar year.

Sincerely,

ORIGINAL SIGNED

Chris Reynolds
HAVA Coordinator

Attachments:

- Certification: Use of HAVA Section 102 Funds
- Voting Systems Used by Counties (2) from Nov. 7, 2000 Statement of Vote and June 6, 2006 Statement of Vote
- Attachment D, Obligated Funds with county contracts
- Status of Final Certification with county certifications

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**CERTIFICATION: USE OF HAVA SECTION 102
FUNDS AND REPLACEMENT OF PUNCH CARD
AND LEVER MACHINES**

I, the undersigned, having investigated or caused to be investigated each matter, below; certify, affirm and acknowledge that each of the following numbered statements, and any attachments to this certification document, are true and accurately reflect the status, condition and operations of California (hereinafter "state") as they related to the use and status of Help America Vote Act (HAVA) Section 102 Funds and the replacement of punch card or lever machines.

I understand that by certifying the information below, I am making a statement or representation to the U.S. Election Assistance Commission, an independent Federal Agency, necessary for the agency to determine California's required compliance with HAVA Section 102. (42 U.S.C. §15302). Compliance with HAVA Section 102 is required by the state as a result of its accepting Federal funds under that provision. As a condition of receiving 102 funds, the state certified that it would "use the payment... to replace punch card voting systems or lever voting systems (as the case may be) in the qualifying precincts within the state by the deadline prescribed... [first election for Federal office held after January 1, 2006]." (42 U.S.C. §15302(b)).

I further understand that to the extent any of the below (or attached) representations or certifications are found to be materially false, the Federal funds received by the state will be subject to audit and possible recoupment. Further, such false statements may subject the undersigned to criminal prosecution under 18 U.S.C. §1001 or other Federal Statutes.

I. BACKGROUND. *Read the statements below and initial the items that you certify as true and accurate. If you are not able to certify one or more of the following statements, you must line through the statement at issue and attach a signed explanation identifying it and explaining why it may not be certified. The statement (attachment) should provide all necessary facts and concisely explain the conditions that make certification a problem. The explanation shall be labeled "Attachment A, Background."*


1. **Signing Official.** I hereby certify that I am the Chief State Election Official for California, per 42 U.S.C. 1973gg-8 (National Voter Registration Act).

Initials: 

2. **Triggering Election.** The First Election for Federal office in 2006 (triggering the deadline noted in 42 U.S.C. 15302 (a)(3)(B)) for the state was held on April 11, 2006.

Initials: 

3. **Funds Received.** The State received \$57,322,707 in Federal Funds pursuant to HAVA section 102.

Initials: 

II. PUNCH CARD OR LEVER MACHINE REPLACEMENT. *Read the statements below and initial the items that you certify as true and accurate. If you are not able to certify one or more of the below statements, you must line through the statement at issue and attach a signed explanation identifying it and explaining why it may not be certified. The statement (attachment) should provide all necessary facts and concisely explain the conditions that make certification a problem. The explanation shall be labeled "Attachment B, Punch Card or Lever Machine Replacement."*

1. **Qualified Precincts.** The State had 17,957 total qualified precincts (precincts which used punch card or lever machines to administer the regularly scheduled general election for Federal office held in November of 2000).

Initials: BAM

2. **Qualified Precincts: No Punch Card or Lever Machine Used.** None of the qualifying precincts, noted in statement 1 above, used a lever or punch card machine in an election for Federal office on or after April 11, 2006.

Initials: BAM

3. **No Punch Card or Lever Machine Used in State.** No precinct in the state used a punch card or lever machine for an election for Federal office on or after April 11, 2006.

Initials: BAM

4. **Replacement Machines.** All machines purchased, leased or otherwise procured to replace punch card or lever machines in qualifying precincts meet the requirements of HAVA section 301 (42 U.S.C. §15481) and comply with all other relevant Federal statutory requirements (noted in 42 U.S.C. §15545). This includes the requirement that each polling place have at least one voting system equipped for individuals with disabilities. *Please provide (below) a complete list of all voting systems procured, leased or otherwise obtained to replace the state's punch card or lever machines.*

	Manufacturer	Model	Version	Quantity
1.				
2.				
3.				
4.				
5.				
6.				
7.				

If you need additional space, please continue this table on a separate, signed attachment.

Initials: BAM

5. **Voting Systems in Place.** All voting systems procured to replace punch card or lever machines were in place and used in the state's April 11, 2006 Federal election.


Initials: BAM

III. HAVA § 102 FUNDS. Read the statements below and initial the items that you certify as true and accurate. If you are not able to certify to either response "a" or "b" in statement 1 or statement 2, below, you must line through the statement and attach a signed document explaining why you could not make a certification. The explanation (attachment) should provide all necessary facts and concisely explain the conditions that make certification a problem. The explanation shall be labeled "Attachment C, HAVA §102 Funds."

1. **Status of HAVA §102 Funds.** Please check the statement below that applies to your state. (Check only one statement).

— (a) The state had none of the \$57,322,707 it received pursuant to HAVA §102 remaining in its election fund after April 11, 2006. This means that as of this date, all 102 funds were expended. Funds are expended when finally transferred to another party (manufacturer or vendor) for consideration (voting system).

✓ (b) The state had only obligated funds remaining in its election fund after April 11, 2006. This means that as of this date, all funds were either expended or obligated. Funds are expended when finally transferred to another party (manufacturer or vendor) for consideration (voting system). Funds are properly obligated when the state has incurred a legally enforceable liability (such as a grant agreement, contract or lease) to another party (such as a local government or contractor) for a specific portion of the 102 funds. *If the state had only obligated funds in its election funds after the above date, attach a statement explaining the obligation(s). This statement must clearly explain and state the value of the obligated funds remaining and the nature of the obligation. Documentation regarding the obligation should also be attached and explained (e.g. documents from vendor contracts or agreements with local governments). This explanation and supporting documentation shall be labeled "Attachment D, Obligated Funds."*


Initials: 

2. **Use of HAVA §102 Funds.** All HAVA §102 funds expended or obligated by the state were used to replace punch card or lever machines in qualifying precincts per 42 U.S.C. §15302(a)(2).

Initials: 

I, by signing my name below, certify, affirm and acknowledge, under penalty of Federal law, that each of the above numbered paragraphs initialed above accurately represent the operations, conditions and practices of California as they related to the use and status of HAVA Section 102 Funds and the replacement of punch card or lever machines.

Signed this day, Nov. 14, 2006
Date


Name
Secretary of State
Title



Attachment D, Obligated Funds

The state has obligated funds for the following jurisdictions:

County	Value of obligation	Nature of obligation
Los Angeles County	\$10,642,991.30*	County contract (attached)

*Invoices totaling approximately \$5.2 million submitted to date by county.

Additional notes:

All counties have replaced punch card voting systems used in November 2000 Federal election (see attached certifications and excerpts from Nov. 7, 2006 Statement of Vote at:

http://www.ss.ca.gov/elections/sov/2000_general/contents.htm

and June 6, 2006 Statement of Vote at:

http://www.ss.ca.gov/elections/sov/2006_primary/contents.htm

– “Voting Systems Used by Counties”).

All counties, pursuant to contractual obligation, are required to submit invoices to the Secretary of State’s Office documenting and supporting full expenditure of Section 102 funding no later than Dec. 31, 2006.

ORIGINAL SIGNED

Bruce A. McPherson
Secretary of State



DEBRA BOWEN | SECRETARY OF STATE
STATE OF CALIFORNIA | MANAGEMENT SERVICES
1500 11th Street, 4th floor | Sacramento, CA 95814 | www.sos.ca.gov

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February 12, 2007

Ms Garcia Hillman
State HAVA Funding Reports
U.S. Election Assistance Commission
1225 New York Avenue, NW – Ste 1100
Washington DC 20005

**RE: Federal Report under Title I, Section 102 of
Help America Vote Act (HAVA) of 2002**

Dear Ms Hillman:

Enclosed please find the original signed Financial Status Report (FSR 269) for HAVA Title I, Section 102, covering the period from January 1st, 2006 to December 31st, 2006. This is the final report for Section 102 as the grant of \$57,322,707.00 has been fully expanded to replace the punch card and lever voting machines.

If you have any questions, please contact Michelle Fok (916) 653-1483.

Sincerely,

Dora Mejia
Chief, Management Services Division

Attachment

cc: Chris Reynolds

FINANCIAL STATUS REPORT
(Long Form)

(Follow instructions on the back)

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1. Federal Agency and Organizational Element to Which Report is Submitted U. S. Election Assistance Commission	2. Federal Grant or Other Identifying Number Assigned By Federal Agency Help America Vote Act of 2002, Title 1, Section 102	2007 MAR 19 OMB Approval No. 0348-0039	Page of 1 1 pages
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3. Recipient Organization (Name and complete address, including ZIP code)

Secretary of State Office, 1500 11th Street, Room 465, Sacramento CA 95814

ORIGINAL

4. Employer Identification Number 94-6001347	5. Recipient Account Number or Identifying Number	6. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual
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8. Funding/Grant Period (See instructions) From: (Month, Day, Year) 3/1/2003	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year) 1/1/2006	To: (Month, Day, Year) 12/31/2006
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10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays	56,649,149.00	673,559.00	57,322,708.00
b. Refunds, rebates, etc.			0.00
c. Program income used in accordance with the deduction alternative			0.00
d. Net outlays (Line a, less the sum of lines b and c)	56,649,149.00	673,559.00	57,322,708.00

Recipient's share of net outlays, consisting of:

e. Third party (in-kind) contributions			0.00
f. Other Federal awards authorized to be used to match this award			0.00
g. Program income used in accordance with the matching or cost sharing alternative			0.00
h. All other recipient outlays not shown on lines e, f or g			0.00
i. Total recipient share of net outlays (Sum of lines e, f, g and h)	0.00	0.00	0.00

j. Federal share of net outlays (line d less line i)	56,649,149.00	673,559.00	57,322,707.00
k. Total unliquidated obligations			0.00
l. Recipient's share of unliquidated obligations			0.00
m. Federal share of unliquidated obligations			0.00
n. Total Federal share (sum of lines j and m)			57,322,707.00
o. Total Federal funds authorized for this funding period			57,322,707.00
p. Unobligated balance of Federal funds (Line o minus line n)			0.00

Program income, consisting of:

q. Disbursed program income shown on lines c and/or g above			
r. Disbursed program income using the addition alternative			
s. Undisbursed program income			
t. Total program income realized (Sum of lines q, r and s)			0.00

a. Type of Rate (Place "X" in appropriate box)

Secretary of State
Help America Vote Act of 2002
Sec 102 grant

Sub-program Title:	Title I, Sec 102 Punch Card Buyout	Report Date:	02/28/2007
Fund:	0890	Reporting Period:	1/01/06 to 12/31/06
Org Code No.:	5853; 5861-61004	CFDA #:	39.011
Grant Period:	Fr: 03/01/2003 To: Open		

EXPENDITURE CATEGORIES	TOTAL GRANT (A)	CURRENT EXPENDITURES (B)	CUMULATIVE EXPENDITURES (C)	ENCUMBRANCES (D)	AVAILABLE BALANCES A-(C+ D)
PERSONAL SERVICE COST:					
SALARIES AND WAGES					
BENEFITS					
TOTAL PERSONAL SERVICE COST		0	0	0	
OPERATIONAL EXPENSES AND EQUIPMENT:					
TRAVEL					
EQUIPMENT					
PRINTING & SUPPLIES					
POSTAGE					
CONSULTANT/CONTRACTS					
OTHER COST					
TOTAL OPERATIONAL EXPENSES AND EQUIP.		0	0	0	
TOTAL DIRECT EXPENDITURES		0	0	0	
FEDERAL FUND DISTRIBUTION TO SUB RECIPIENTS:					
LOCAL ASSISTANCE					
TOTAL DISTRIBUTED TO SUB RECIPIENTS		673,559	57,322,707		
GRANT TOTAL - DIRECT EXPENDITURES		0	0	0	
GRANT TOTAL - DISTRIBUTED TO SUB RECIPIENTS		673,559	57,322,707	0	
GRANT TOTAL - INDIRECT EXPENDITURES (see note below)		0	0	0	
GRANT TOTALS TO BE REPORTED	57,322,707	673,559	57,322,707	0	0

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Section 102
Punch Card Replacement
Final report

Voucher	Group	Acct	Fund	Deptl D	Progr ram	Clas ss	Bdgt Pd	Proj/Gr t	Amount	Acctg Date	Journal	Date	PO	Name
00269028	007256	995109	0890	5861	000	101	2004	61004	1.00	2006-05-22	AP00037516	2006-05-22		YOLO COUNTY - ELECTIONS
00269028	007256	995109	0890	5861	000	101	2004	61004	437,333.24	2006-05-22	AP00037516	2006-05-22	05LA580007	YOLO COUNTY - ELECTIONS
00268297	007162	995109	0890	5861	000	101	2005	61004	98,958.84	2006-04-26	AP00036854	2006-04-26	05LA580006	YOLO COUNTY - ELECTIONS
00263066	007019	995109	0890	5861	000	101	2005	61004	1.00	2006-01-31	AP00035552	2006-01-31		YUBA COUNTY - ELECTIONS
00263066	007019	995109	0890	5861	000	101	2005	61004	137,264.49	2006-01-31	AP00035552	2006-01-31	05LA580005	YUBA COUNTY - ELECTIONS
									673,558.57					

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HAVA Section 102 Punch Card Replacement

County	HAVA 102 Formula Allocation	Date Formula Allocation Disbursed to County	Precinct Based System	Absentee System	Election Management Software
Alameda	\$ 3,575,287.18	5/4/04	4,000 Units & Software - Diebold AccuVote-TS (Touch Screen) Electronic Tabulators	8 Units & Software - Diebold AccuVote-OS (Optical Scan) Ballot Tabulators	1 License - GEMS Application Software w/DIMS Interface
Alpine	\$ 15,961.10	1/5/06	2 Units & Software - Diebold AccuVote-TSx (Touch Screen) Electronic Tabulators & AccuVote-OS (Optical Scan) Ballot Tabulators	2 Units & Software - Diebold AccuVote-OS (Optical Scan) Ballot Tabulators	1 License - GEMS Application Software w/DESI Interface
Calaveras	\$ 114,919.94	12/22/05	22 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters & ES&S AutoMARK Voter Assist Terminals (Optical Scan) # of Units Unknown	22 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters	1 License - ES&S Unity Software Application
Colusa	\$ 57,459.97	5/4/04	20 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters	20 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters	1 License - ES&S Unity Software Application
Del Norte	\$ 57,459.97	10/28/05	64 Units & Software - Sequoia AVC Edge DRE (Touch Screen) + 74 VeriVote DRE Printers	3 Units & Software - Optech Insight Precinct Counters (Optical Scan)	1 License - WinEDS Application Software
El Dorado	\$ 663,981.90	9/20/05	130 Units & Software - Diebold AccuVote-TSx (Touch Screen) Electronic Tabulators & 123 Units & Software AccuVote-OS (Optical Scan) Ballot Tabulators	123 Units & Software - Diebold AccuVote-OS (Optical Scan) Ballot Tabulators	1 License - GEMS Application Software w/DESI Interface
Glenn	\$ 70,228.86	7/14/05	50 Units & Software - Sequoia AVC Edge DRE (Touch Screen) + 65 VeriVote DRE Printers	2 Units & Software - Optech Insight Precinct Counters (Optical Scan)	1 License - WinEDS Application Software
Imperial	\$ 242,608.77	10/28/05	330 Units & Software - Sequoia AVC II Edge DRE (Touch Screen) + 420 VeriVote DRE Printers	3 Units & Software - Optech 400-C Tabulator (Optical Scan)	1 License - WinEDS Application Software

HAVA Section 102 Punch Card Replacement

County	HAVA 102 Formula Allocation	Date Formula Allocation Disbursed to County	Precinct Based System	Absentee System	Election Management Software
Inyo	\$ 98,958.84	5/10/06	45 Units & Software - Sequoia AVC II Edge DRE (Touch Screen) + 56 VeriVote DRE Printers	2 Units & Software - Optech Insight Precinct Counters (Optical Scan)	1 License - WinEDS Application Software
Kern	\$ 1,790,835.81	7/29/04	1,350 Units & Software- Diebold AccuVote-TSx (Touch Screen) Electronic Tabulators	6 Units & Software - Diebold AccuVote- OS (Optical Scan) Central Count Ballot Tabulators	1 License - GEMS Application Software w/DESI Interface
Los Angeles	\$ 15,842,991.30	5/4/04	4,850 Units - InkaVote Plus Optical Scan with Precinct Ballot Readers (PBR) and Audio Ballot Booth (ABB) Components	4,850 Units - InkaVote Plus Optical Scan with Precinct Ballot Readers (PBR) and Audio Ballot Booth (ABB) Components	Unknown
Mendocino *	\$ 296,876.52	5/4/04	69 Units & Software - Diebold AccuVote- OS (Optical Scan) Ballot Tabulators	4 Units & Software - Diebold AccuVote- OS (Optical Scan) Ballot Tabulators	1 License - GEMS Application Software w/DESI Interface
Modoc	\$ 63,844.41	7/8/04	7 Units & Software - Diebold AccuVote- OS (Optical Scan) Ballot Tabulators	2 Units & Software - Diebold AccuVote- OS (Optical Scan) Central Ballot Tabulators	1 License - GEMS Application Software
Monterey	\$ 600,137.49	9/9/05	430 Units & Software - Sequoia AVC II Edge DRE (Touch Screen) + 550 VeriVote DRE Printers	3 Units & Software - Optech 400-C Tabulator (Optical Scan)	1 License - WinEDS Application Software
Napa	\$ 360,720.94	2/23/04	350 Units & Software - Sequoia AVC Edge DRE (Touch Screen)	1 Unit & Software - Sequoia Optech 400-C (Optical Scan) Ballot Reader	1 License - WinEDS Application Software w/SVS Interface
Orange	\$ 6,508,937.99	5/4/04	9,000 Units - Hart eSlate 3000 (Touch Screen) + 1,750 Judge's Booth Controllers	3 Units & Software - Hart Ballot Now (Optical Scan)	2 Licenses - Hart BOSS Software Application
Plumas	\$ 92,574.40	7/29/04	55 Units & Software - Diebold AccuVote-TS (Touch Screen) Electronic Tabulators	3 Units & Software - Diebold AccuVote- OS (Optical Scan) Ballot Tabulators	1 License - GEMS Application Software
Sacramento	\$ 3,297,563.98	7/29/04	1,000 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters	3 Units & Software - ES&S Model 650 (Optical Scan) Central Ballot Counters	1 License - ES&S Unity Software Application

HAVA Section 102 Punch Card Replacement

County	HAVA 102 Formula Allocation	Date Formula Allocation Disbursed to County	Precinct Based System	Absentee System	Election Management Software
San Benito	\$ 204,302.12	6/15/05	65 Units & Software - Sequoia AVC II Edge DRE (Touch Screen) + 76 VeriVote DRE Printers	1 Optech Insight Precinct Counters and 1 Sequoia Optech 400-C (Optical Scan) Ballot Reader & Software	1 License - WinEDS Application Software
San Bernardino	\$ 2,541,007.67	4/26/05	4,000 Units & Software - Sequoia AVC Edge DRE (Touch Screen)	4 Units & Software - Sequoia Optech 400-C (Optical Scan) Ballot Reader	1 License - WinEDS Application Software
San Diego	\$ 11,389,843.44	9/20/04	10,200 Units - Diebold AccuVote-TSx (Touch Screen) Electronic Tabulators	4 Units & Software - Diebold AccuVote-OS (Optical Scan) Central Count Ballot Tabulators	1 License - GEMS Application Software
Santa Clara	\$ 4,280,767.95	2/23/04	5,500 Units & Software - Sequoia AVC Edge DRE (Touch Screen)	3 Units & Software - Sequoia Optech 400-C (Optical Scan) Ballot Reader	1 License - WinEDS Application Software w/DFM Interface
Shasta	\$ 475,640.88	5/4/04	438 Units & Software - Sequoia AVC Edge DRE (Touch Screen)	2 Units & Software - Sequoia Optech 400-C (Optical Scan) Ballot Reader	1 License - WinEDS Application Software
Sierra	\$ 41,498.87	10/28/05	4 Units & Software - Diebold AccuVote-TSx (Touch Screen) Electronic Tabulators & 2 Units & Software - AccuVote-OS (Optical Scan) Precinct Ballot Tabulators	2 Units & Software - AccuVote-OS (Optical Scan) Central Count Ballot Tabulators	1 License - WinEDS Application Software
Solano	\$ 935,320.66	5/4/04	225 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters	2 Units & Software - ES&S Model 650 (Optical Scan) Central Ballot Counters	1 License - ES&S Unity Software Application
Stanislaus	\$ 983,203.97	5/6/04	250 Units & Software - ES&S Model 100 (Optical Scan) Precinct Ballot Counters & ES&S AutoMARK Voter Assist Terminals (Optical Scan) # of Units Unknown	2 Units & Software - ES&S Model 650 (Optical Scan) Central Ballot Counters	1 License - ES&S Unity Software Application
Tehama	\$ 150,034.37	5/4/04	148 Units & Software - Sequoia AVC Edge DRE (Touch Screen)	1 Unit & Software - Sequoia Optech 400-C (Optical Scan) Ballot Reader	1 License - WinEDS Application Software

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 U.S. APPLICATION

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HAVA Section 102 Punch Card Replacement

County	HAVA 102 Formula Allocation	Date Formula Allocation Disbursed to County	Precinct Based System	Absentee System	Election Management Software
Ventura	\$ 1,995,137.93	9/20/04	400 Units & Software - Sequoia AVC Edge DRE (Touch Screen) + 400 VeriVote DRE Printers	400 Optech Insight Precinct Counters and 4 Units Sequoia Optech 400-C (Optical Scan) Ballot Reader & Software	1 License - WinEDS Application Software
Yolo	\$ 437,334.24	6/7/06	132 Units & Software - Hart eSlate (DRE) & 130 Judge Booth Controller and Disabled Access Units and 140 Verified Ballot Option Printers	5 Units - High Volume Kodak Scanners	1 License - Hart BOSS Software Application
Yuba	\$ 137,265.49	2/21/06	140 Units & Software - Sequoia AVC II Edge DRE (Touch Screen) + 157 VeriVote DRE Printers	1 Unit & Software Optech Insight Precinct Counters (Optical Scan)	1 License - WinEDS Application Software
Total	\$ 57,322,707.00				
Note: Mendocino County will use 73 Diebold AccuVote-TS (Touch Screen) Electronic Tabulators Units as their precinct based system once the units are equipped with a voter verified ballot printer component available for use in California.					

Help America Vote Act of 2002 (HAVA) RECEIVED
Title I - Section 102 Punch Card Replacement 56 U.S. ELECTION ASSISTANCE
Payment Request Internal Documentation 2007 MAR 19 AM 9:

County Name

Yolo

HAVA Section 102 Allocation Amount

\$ 437,334.24

Approval By Executive Office

Ch. Ryan

Date Approved

4-6-06

Instruction to SOS Accounting Department

Request Disbursement of Check to:

Yolo

Check in the Amount of:

\$ 437,334.24

Notice to State Controller's Office:

Please mail check to:

Yolo County
 Attn: Susie Patenaude-Vigil
 625 Court Street, Room B-05
 Woodland, CA 95695

HSD/FISCAL

03 MAY 22 PM 2:30

Checklist

- ☒ Internal Documentation Form Completed
- ☒ Allocation Approval Signed by Executive Staff
- ☒ Contract Request to Contracts Unit
- ☒ Copies of Contract To County Official
- ☒ Received Contract Back From County
- ☒ Sent to DGS For Approval
- ☒ DGS Approved Contract
- ☒ Copy of Approved Contract Sent To County
- ☒ Sent to Accounting Office For Processing
- ☐ Accounting Staff Processed Payment Request
- ☐ Claim Schedule Issued
- ☐ Accounting to send e-mail to Elections Division when sent to SCO
- ☐ E-mail notice to County that check should be received with 10-days
- ☐ Receipt from SOS Accounting for Check
- ☐ Received confirmation that County received check

Date

4-6-06

4-6-06

4-6-06

4-7-06

4-11-06

4-27-06

5-1-06

~~5-1-06~~ 5-18-06

5-23-06

Reciv. # 0-16880
 JO# 00269028

4/7/06 ck 004987171

AGREEMENT SUMMARY

STD 215 (NEW 02/98)

AGREEMENT NUMBER 05LA580007	AMENDMENT NUMBER 01
--------------------------------	------------------------

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

Yolo County

U.S. ELECTION ASSISTANCE COMMISSION

3. AGENCY TRANSMITTING AGREEMENT

Secretary of State (SOS)

4. DIVISION, BUREAU, OR OTHER UNIT

HAVA

2007 MAR 19

AMOUNTS BILLING CODE
65058

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Cathy Blair @ (916) 653-5974 or Raquelle Lassetter @ (916) 653-6693

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO

☐ YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

HAVA - Section 102 Local Assistance (Punchcard Buyout)

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Provide advance funding under the provisions of the Help America Vote Act (HAVA) for the counties affected under Section 102 of HAVA to replace punch card voting systems. Changes to the scope of work as well as extending the date of the contract to allow the Yolo County additional time in which to expend the funds allowed under HAVA Section 102.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE

☐ QUARTERLY

☒ ONE -TIME PAYMENT

☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE

☐ WITHHOLD _____ %

☒ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

Federal

0890(b)-101-0890

04/05

208

2004

\$ 437,334.24

Federal

0890(b)-101-0890

04/05

208

2004

\$0.00

OBJECT CODE B-04-5890-91001-995109

AGREEMENT TOTAL \$ 437,334.24

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ \$0.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 437,334.24

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE



6-5-06

\$ 437,334.24

12. AGREEMENT

From

TERM

Through

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

04/06/06

06/06/06

\$ 437,334.24

Exempt

Amendment No. 1

04/06/06

06/06/06

\$ 0.00

Exempt

Amendment No. 2

Amendment No. 3

TOTAL \$ 437,334.24

(Continue)

FILED

Exhibit G
COUNTY OF YOLO
RESOLUTION NO. 06--40

MAR 31 2006
RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION
CLERK OF THE BOARD
BY Anna Claunch
2007 MAR 09 DEPUTY
APR 9: 57

(Resolution Approving Application for Funds For Punch Card Replacement,
Pursuant to HAVA Title I, Section 102)

WHEREAS, the Help America Vote Act of 2002 ("HAVA") was enacted to improve election administration, including the replacement of punch card voting systems as set forth in HAVA, Title I, Section 102; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of HAVA and HAVA funds within the State of California, including setting up necessary procedures for the distribution of HAVA funds pursuant to Title I, Section 102; and

WHEREAS, the Secretary of State has established procedures to require a county to certify by resolution the approval of its funding application before submission of said application to the Secretary of State; and

WHEREAS, the Yolo County Elections Officer, the County Clerk-Recorder ("Clerk-Recorder"), has prepared a Grant Application for the County of Yolo to submit to the Secretary of State seeking funding for the replacement of punch card voting systems pursuant to HAVA, Title I, Section 102; and

WHEREAS, copies of the Grant Application and related materials (including all necessary certifications, assurances and exhibits) are on file with the Clerk of this Board; and

WHEREAS, it appears in the best interests of the County, its residents and voters to participate in this Grant program.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, FOUND AND
CERTIFIED by the Board of Supervisors of the County of Yolo, State of California as follows:

1. The foregoing recitals are true and correct.
2. The Board has reviewed and understands the Application on file with the Clerk of the Board and the procedures that are attached to that Application and incorporated herein by reference.
3. The Board understands the assurances and certifications contained in the Application on file with the Clerk of the Board.
4. The Grant Application on file with the Clerk of the Board, seeking funding for the replacement of punch card voting systems pursuant to HAVA, Title I, Section 102, is hereby approved, and the Clerk-Recorder is hereby authorized and directed to execute and file that Application with the Secretary of State.

5. The Clerk-Recorder (or his/her designee) is appointed as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the aforementioned project in accordance with the Application on file with the Clerk of the Board; provided, however, all contracts, agreements (including a State of California Standard Agreement), and amendments thereto, shall be approved as to form by the Yolo County Counsel (or his/her designee) before being executed by the Clerk-Recorder.


PASSED AND ADOPTED by the Board of supervisors of the County of Yolo, State of California, this 21st day of March, 2006, by the following vote:

AYES: Yamada, Chamberlain, McGowan, Thomson, Sieferman, Jr.

NOES: None.

ABSENT: None.

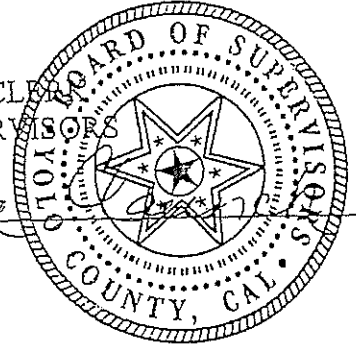
ABSTAIN: None.


FRANK SIEFERMAN, JR., CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

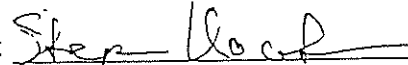
ATTEST:

ANA MORALES, CLERK
BOARD OF SUPERVISORS

By: 
DEPUTY
(SEAL)



Approved As To Form:
Steven M. Basha, County Counsel

By: 
Stephen B. Nocita, Senior Deputy

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 9/01)

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION

2007 MAR 19 AM 9:57

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

05LA580007

AMENDMENT NUMBER

01

REGISTRATION NUMBER

08800506118792.1

D/FISCAL
1/22 PM 2:30

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Yolo County

2. The term of this

Agreement is April 6, 2006 through June 6, 2006

3. The maximum amount of this \$437,334.24

Agreement after this amendment is: Four hundred thirty-seven thousand three hundred thirty-four dollars and twenty-

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Exhibit A, Scope of Work, page 1 of 2, paragraph 4, COUNTIES RESPONSIBILITIES, is hereby amended to read:

Yolo County, herein after referred to as County, shall use said allocation to replace or augment its voting system pursuant to HAVA Title I, Section 102. County shall further submit to the Secretary of State all invoices for funds expended to replace or augment its voting system after the funds are expended, but not later than December 31, 2006. Any funds not expended shall be returned in full to the Secretary of State no later than the date the invoice is submitted as provided above.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Yolo County

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/31/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Siefman, Chairman, Board of Supervisors

ADDRESS

625 Court Street Room B-05
Woodland, CA 95695

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/5/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services

ADDRESS

1500 11th Street, Sacramento, CA 95814CALIFORNIA
Department of General Services
Use Only

AGREEMENT SUMMARY STD 215 (NEW 02/98)

AGREEMENT NUMBER 05LA5800007	AMENDMENT NUMBER
RECEIVED U.S. ELECTION ASSISTANCE	
FEDERAL I.D. NUMBER	

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

Yolo County

3. AGENCY TRANSMITTING AGREEMENT

Secretary of State (SOS)

4. DIVISION, BUREAU, OR OTHER UNIT

HAVA

5. AGENCY BILLING CODE

65058

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Cathy Blair or Raquelle Lassetter @ (916) 653-5974

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO

☐ YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
HAVA - Section 102 Local Assistance (Punchcard Buyout)

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Provide advance funding under the provisions of the Help America Vote Act (HAVA) for the counties affected under Section 102 of HAVA to replace punch card voting systems. Changes to the scope of work as well as extending the date of the contract to allow the San Diego County additional time in which to expend the funds allowed under HAVA Section 102.

COPY

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE

☐ QUARTERLY

☒ ONE-TIME PAYMENT

☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE

☐ WITHHOLD _____ %

☒ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain)

11. PROJECTED EXPENDITURES
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

Federal

0890(b)-101-0890

04/05

208

2004

\$ 437,334.24

\$

OBJECT CODE B-05-5890-91001-995109

AGREEMENT TOTAL \$ 437,334.24

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 437,334.24

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.


PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE



4/12/06

\$ 437,334.24

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	04-06-06 04/03/06	06/06/06	\$ 437,334.24	Exempt
Amendment No. 1				
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 437,334.24	

(Continue)

FILED

MAR 31 2006

Exhibit G
COUNTY OF YOLO
RESOLUTION NO. 06--40

CLERK OF THE BOARD
BY Linda Claunch
DEPUTY

(Resolution Approving Application for Funds For Punch Card Replacement,
Pursuant to HAVA Title I, Section 102)

WHEREAS, the Help America Vote Act of 2002 ("HAVA") was enacted to improve election administration, including the replacement of punch card voting systems as set forth in HAVA, Title I, Section 102; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of HAVA and HAVA funds within the State of California, including setting up necessary procedures for the distribution of HAVA funds pursuant to Title I, Section 102; and

WHEREAS, the Secretary of State has established procedures to require a county to certify by resolution the approval of its funding application before submission of said application to the Secretary of State; and

WHEREAS, the Yolo County Elections Officer, the County Clerk-Recorder ("Clerk-Recorder"), has prepared a Grant Application for the County of Yolo to submit to the Secretary of State seeking funding for the replacement of punch card voting systems pursuant to HAVA Title I, Section 102; and

WHEREAS, copies of the Grant Application and related materials (including all necessary certifications, assurances and exhibits) are on file with the Clerk of this Board; and

WHEREAS, it appears in the best interests of the County, its residents and voters to participate in this Grant program.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, FOUND AND
CERTIFIED by the Board of Supervisors of the County of Yolo, State of California as follows:

1. The foregoing recitals are true and correct.
2. The Board has reviewed and understands the Application on file with the Clerk of the Board and the procedures that are attached to that Application and incorporated herein by reference.
3. The Board understands the assurances and certifications contained in the Application on file with the Clerk of the Board.
4. The Grant Application on file with the Clerk of the Board, seeking funding for the replacement of punch card voting systems pursuant to HAVA, Title I, Section 102, is hereby approved, and the Clerk-Recorder is hereby authorized and directed to execute and file that Application with the Secretary of State.

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION
2006 MAR 19 AM 9:57

5. The Clerk-Recorder (or his/her designee) is appointed as agent to conduct negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the aforementioned project in accordance with the Application on file with the Clerk of the Board; provided, however, all contracts, agreements (including a State of California Standard Agreement), and amendments thereto, shall be approved as to form by the Yolo County Counsel (or his/her designee) before being executed by the Clerk-Recorder.


PASSED AND ADOPTED by the Board of supervisors of the County of Yolo, State of California, this 21st day of March, 2006, by the following vote:

AYES: Yamada, Chamberlain, McGowan, Thomson, Sieferman, Jr.

NOES: None.


ABSENT: None.

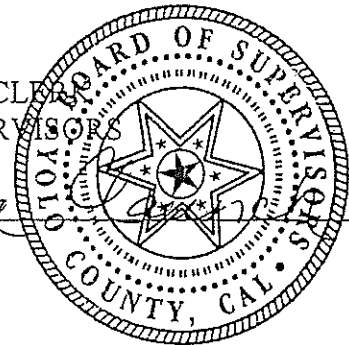
ABSTAIN: None.


FRANK SIEFERMAN, JR., CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

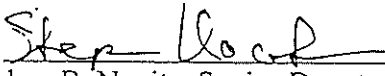
ATTEST:

ANA MORALES, CLERK
BOARD OF SUPERVISORS

By: 
DEPUTY
(SEAL)



Approved As To Form:
Steven M. Basha, County Counsel

By: 
Stephen B. Nocita, Senior Deputy

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION

AGREEMENT NUMBER

05LA580007

REGISTRATION NUMBER

08800506118701

2007 MAR 19 AM 9:57

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

SECRETARY OF STATE

CONTRACTOR'S NAME

Yolo County

2. The term of this Agreement is: April 6, 2006 through June 6, 2006
3. The maximum amount of this Agreement is: \$ 437,334.24
Four hundred thirty seven thousand three hundred thirty four dollars and twenty four cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A-1 – Waiver of Deadline	1 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages

Exhibit C* – General Terms and Conditions

GTC 306

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

2 pages

Exhibit F – Approved Application

2 pages

Exhibit G – County Resolution

2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
Yolo County

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/11/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Sieferman, Chairman – Yolo County Board of Supervisors

ADDRESS

625 Court Street, Room B-05
Woodland CA 95696

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)



DATE SIGNED (Do not type)

4-11-06

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services Division

ADDRESS

1500 11th Street, Sacramento, CA 95814

California Department of General
Services Use Only

EXHIBIT A
(Standard Agreement)

2007 MAR 19 AM 9:58

SCOPE OF WORK

BACKGROUND:

Section 102 of Title I of the Help America Vote Act (HAVA) requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of funds is \$57,322,707. Funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct" -- defined as a precinct using a "punch card" voting system in the November 2000 election. "Punch card" voting systems, for California purposes are Votomatic, Pollstar, and Datavote. According to the Statement of Vote for the November 7, 2000 General Election, there were 17,957 qualifying precincts in California, resulting in a per precinct allocation of \$3,192.22.

Thirty (30) counties of California used a punch card voting system in November 2000. The State was required to either replace all punch card voting systems by January 1, 2004, or request a waiver of that deadline pursuant to section 102(a)(3)(B). The Secretary of State requested and was granted a waiver, and the deadline was extended to require the replacement of all punch card voting systems in time for the first election for Federal office held after January 1, 2006, in order to qualify for funds. If any punch card voting systems are not replaced by this date, the State is required to refund the unused monies to the federal government.

The amount of funds for each county is prescribed by formula in the HAVA and the state may not direct unused funds to any other purpose. Yolo County has been allocated \$ 437,334.24 based upon this formula.

COUNTIES RESPONSIBILITIES:

Yolo County, herein after referred to as County, shall use said allocation to replace its Datavote Voting System under Title I -- Section 102 Punch Card Replacement Allocation Amounts. County shall further submit to the Secretary of State all invoices for funds expended in replacing its Datavote Voting System within 60 days after the funds are expended. Any funds not expended shall be returned in full to the Secretary of State no later than the date the invoice is submitted as provided above.

County further acknowledges and agrees that although the next scheduled election for Federal office is June 6, 2006, should an election for Federal office occur prior to that date and after January 1, 2006, County shall be required to comply with the deadline set forth in section 102(a)(3)(B) of the HAVA, and replace its Datavote Voting System by the date of that election.

COUNTY AND STATE CONTACTS

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Yolo County
Name: Jana M. Lean	Name: Susie Patenaude-Vigil
Phone: (916) 653-5144	Phone: (530) 666-8325

Direct all contract related inquiries to:

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION
Yolo County
05LA580007
Page 2 of 2

EXHIBIT A
(Standard Agreement)

2007 MAR 19 AM 9:58

State Agency: Secretary of State	Contractor: Yolo County
Section/Unit: Contract Services	Section/Unit: County Clerks
Attention: Cathy Blair or Raquelle Lassetter	Attention: Susie Patenaude-Vigil
Address: 1500 11 th Street, Sacramento CA 95814	Address: 625 Court Street, Room B-05 Woodland CA 95695
Phone: (916) 653-5974	Phone: (530) 666-8325
Fax: (916) 653-8544	Fax:



EXHIBIT A-1

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION

Yolo County
05LA580007
Page 1 of 1

2007 MAR 19 AM 9:58

GSA Office of the Chief Financial Officer

MAR 8 2004

The Honorable Kevin Shelley
The Secretary of State of California
Sacramento, CA 95814

Dear Mr. Secretary:

Thank you for your letter, dated December 17, 2003, certifying that your State would not meet the deadline of replacing all punch card voting systems by the November 2004 general election, and asking for a waiver of the November 2004 deadline under Section 102(a)(3)(B) of the Help America Vote Act. Your request for a waiver of the deadline is approved, and the State shall ensure that all of the punch card voting systems in the qualifying precincts within the State shall be replaced in time for the first election for Federal office held after January 1, 2006.

Your State will still be responsible for reporting to the General Services Administration in the manner outlined in our letter of July 28, 2003. The only change will be the extension of the deadline for replacement of the punch card voting systems. If you have any questions or comments, please feel free to contact Stephen J. Kulenguski at (202) 501-4496.

Sincerely,

Deborah J. Schilling

Deborah J. Schilling
Director of Budget

cc:
The Honorable Arnold Schwarzenegger
Governor of California
Sacramento, CA 95814

EXHIBIT B
(Standard Agreement)

2007 MAR 19 AM 9:58

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Advance Payment

The county of Yolo shall be allocated \$437,334.24 for advance payment

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 03/04 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION

Yolo County
05LA580007
Page 1 of 1

EXHIBIT C
(Standard Agreement) 2007 MAR 19 AM 9:58

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
(Standard Agreement)

2007 MAR 19 AM 9:58

SPECIAL TERMS AND CONDITIONS

1. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed; or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

2007 MAR 19 AM 9:58

ADDITIONAL PROVISIONS

1. Incomplete "Punch-Card" Replacement

In the event the County does not replace, prior to the first election for Federal office held after January 1, 2006, all punch card voting equipment in all qualifying precincts, it agrees to refund any unspent portion of the funds allocated by this Agreement to the Secretary of State within 60 days after the date of the first election for Federal office held after January 1, 2006, in an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced. The Secretary of State may utilize any and all judicial or administrative remedies if the unspent portion of the funds is not refunded to the Secretary of State as provided herein.

2. Final Certification

The Secretary of State will require a Final Certification from the Board of Supervisors of each county, prior to the deadline for replacement of punch card voting systems, that the requirements of the HAVA and the approved application requirements have been met.

3. Termination

Per federal policy, this contract may be terminated by the state with 30-day written notice.

4. Federal Debarment and Suspension

Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be found at: www.epls.gov.

5. Incompatible Activities

A. Individuals under contract with the Secretary of State are hereby notified that under Government Code Section 8314, it is unlawful for any elected state or local officer, including any state or local appointee, employee, or consultant, to use or permit others to use public resources for a campaign activity, or personal or other purposes which are not authorized by law.

B. SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

EXHIBIT E

(Standard Agreement) 2007 MAR 19 AM 9:58

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your supervisor or contract manager.

Exhibit F
Help America Vote Act of 2002 (HAVA)

Yolo County
05LA580007
Page RECEIVED
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2007 MAR 19 AM 9:59

TITLE I - SECTION 102 PUNCH CARD REPLACEMENT
APPLICATION

County Elections Official Contact

County Name: Yolo

County Address:
625 Court Street, Rm. B-05
Woodland, CA 95695

Contact Name: Susie Patenaude-Vigil

Title: Assistant Clerk/Recorder

Telephone: (530) 666-8325

Email: cntyclrk@yoloelections.org

FAX (530) 666-8123

SOS Use Only

Date Received: 4-5-06

Date Reviewed: 4-6-06

Date Application Approved: 4-6-06

Comments:

A written certification by the County Board of Supervisors must be submitted with this form to address all of the following areas: (see attached procedures)

- The county used punch card voting equipment, as defined by the HAVA, Title I Section 102 (e), to conduct the November 7, 2000 General Election.
- The number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
- That the county either has replaced or agrees to replace all punch card voting systems in every qualifying precinct in the county not later than November 2004 (or January 1, 2006 if the deadline is extended by a waiver requested by the Secretary of State).
- If the county does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.
- Specific information on the voting system, including the name and vendor for the voting system that the county has purchased, or will purchase to replace the punch card voting system and copies of receipts of the actual purchase and expenditures.
- A certification that the replacement voting system (1) Is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) Is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) Is certified by the Secretary of State for use as a voting system in California.
- Execution of a State of California Standard Agreement (with attachments) between the Secretary of State and the County.

I certify that the information contained in this form including all attachments is true and correct and that the project for which funds are being sought complies with the requirements set forth in the Help America Vote Act of 2002.

Name

Frank Siefert
County Representative

Date

3-21-06

Exhibit F
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COMMISSION

Help America Vote Act of 2002 (HAVA)

TITLE I - SECTION 102 PUNCH CARD REPLACEMENT APPLICATION

2007 MAR 19 AM 9:59
CERTIFICATIONS

The County of Yolo, by and through its authorized representative, hereby certifies as follows:

- a) Yolo County used Datavote to conduct the November 7, 2000 General Election
- b) The number of qualifying precincts for that election, as reported in the Statement of Vote and published by the Secretary of State was 137 precincts.
- c) Yolo County is replacing all punch card voting systems and will have the new system in place for the June 6, 2006 Gubernatorial Primary Election.
- d) Yolo County understands that if the Datavote system is not replaced in all precincts by the deadline, they agree to refund to the State an amount equal to \$3,192.22 (plus interest) multiplied by the number of qualifying precincts in which all punch card systems are not replaced.
- e) Yolo County chose to purchase from Hart InterCivic and is currently negotiating the contract for Version 6 of their Election management System, including: BOSS, Tally, BallotNow and Servo. This will be running on off the shelf hardware including Dell Computers and Kodak i830 Scanners.
- f) The replacement voting system (1) Is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) Is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) Is certified by the Secretary of State for use as a voting system in California.

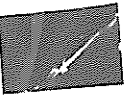
I certify that the information contained in the Application Form including all attachments is true and correct and that the project for which funds are being sought complies with the requirements set forth in the Help America Vote Act of 2002.

Name Freddie Oakley
Freddie Oakley, Yolo County Clerk-Recorder

Date 3/15/06

Help America Vote Act of 2002 (HAVA)
 Title I - Section 102 Punch Card Replacement
 Payment Request Internal Documentation

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 COMMISSION
 APR 19 AM 9:59



County Name

Inyo

HAVA Section 102 Allocation Amount

\$ 98,958.84

Approval By Executive Office

Chris Reynolds

Date Approved

4-3-06

Instruction to SOS Accounting Department

Request Disbursement of Check to:

Inyo

Check in the Amount of:

\$ 98,958.84

Notice to State Controller's Office:

Please mail check to:

Inyo County Clerk
 Attn: Beverly Harry
 168 N. Edwards Street - Box F
 Independence, CA 93526

Checklist

- ☒ Internal Documentation Form Completed
- ☒ Allocation Approval Signed by Executive Staff
- ☒ Contract Request to Contracts Unit
- ☒ Copies of Contract To County Official
- ☒ Received Contract Back From County
- ☒ Sent to DGS For Approval
- ☒ DGS Approved Contract
- ☒ Copy of Approved Contract Sent To County
- ☒ Sent to Accounting Office For Processing
- ☐ Accounting Staff Processed Payment Request
- ☐ Claim Schedule Issued
- ☐ Accounting to send e-mail to Elections Division when sent to SCO
- ☐ E-mail notice to County that check should be received with 10-days
- ☐ Receipt from SOS Accounting for Check
- ☐ Received confirmation that County received check

Date

4-3-06
 4-3-06
 4-3-06
 4-4-06
 4-10-06
 4-11-06
 4-21-06
 4-24-06
 4-24-06

Rec. # 0-16728

5/10/06

Vot# 00268297

ck 000906346

AGREEMENT SUMMARY STD 215 (NEW 02/98)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

Inyo County

3. AGENCY TRANSMITTING AGREEMENT

Secretary of State (SOS)

4. DIVISION, BUREAU, OR OTHER UNIT

HAVA

5. AGENCY BILLING CODE

65058

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Cathy Blair or Raquelle Lassetter @ (916) 653-5974

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO

☐ YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

HAVA - Section 102 Local Assistance (Punchcard Buyout)

9. AGREEMENT OUTLINE (Include reason for Agreement; Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Provide advance funding under the provisions of the Help America Vote Act (HAVA) for the counties affected under Section 102 of HAVA to replace punch card voting systems. Changes to the scope of work as well as extending the date of the contract to allow the San Diego County additional time in which to expend the funds allowed under HAVA Section 102.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE

☐ QUARTERLY

☒ ONE-TIME PAYMENT

☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE

☐ WITHHOLD _____ %

☒ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Federal	0890(b)-101-0890	04/05	208	2004	\$ 98,958.84
					\$

OBJECT CODE B-05-5890-91001-995109

AGREEMENT TOTAL \$ 98,958.84

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 98,958.84

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

4/11/06

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 98,958.84

12.

AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	04/03/06	06/06/06	\$ 98,958.84	Exempt
Amendment No. 1				
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 98,958.84	

(Continue)

Exhibit G

Resolution No: 2006-19

RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
APPROVING THE APPLICATION FOR HAVA SECTION 102 PUNCHCARD BUYOUT
GRANT FUNDS UNDER TITLE 1 OF THE
HELP AMERICA VOTE ACT OF 2002

INYO COUNTY VOTING MODERNIZATION PROJECT

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration, specifically the replacement of punch card voting systems in Title 1, Section 102; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and Title 1, Section 102 specifically, setting up necessary procedures; and

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors:

1. Approves the filing of an Application for assistance for the above project to be funded from the Help America Vote Act of 2002, Title 1, Section 102; and
2. Certifies the County used punch card voting equipment, as defined by the HAVA, Title 1 Section 102(e), to conduct the November 7, 2000 General Election.
3. Certifies that 31 is the number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
4. Certifies that if the County does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card equipment is not replaced.
5. Certifies that the voting systems that the County will purchase are the AVC Edge with VeriVote and the Optech Insight Tabulator, both products of Sequoia Voting Systems, Inc. Receipts will be provided upon the actual purchase and expenditures.
6. Certifies that the replacement voting system (1) is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) Is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) Is certified by the Secretary of State for use as a voting system in California.
7. Certifies that the County will execute a State of California Standard Agreement (with

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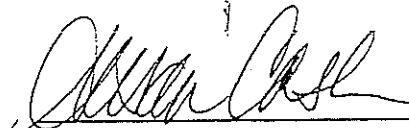
Exhibit G

attachments) between the Secretary of State and the County.

8. Certifies that the Inyo County Elections Officer is appointed as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, State of California Standard Agreement with attachments, payment requests, and other documents which may be necessary for the completion of the aforementioned Project.

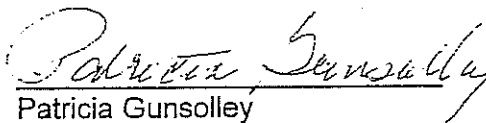
PASSED AND ADOPTED this 21st day of March, 2006, by the following vote:

AYES: Supervisors Arcularius, Cash, Williams, Bilyeu and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Susan Cash, Chair
Inyo County Board of Supervisors

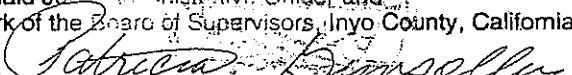
ATTEST: Ron Juliff
Clerk of the Board

By:


Patricia Gunsolley
Assistant Clerk of the Board

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The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest March 30 2006
Ronald Juliff, Administrative Officer and
Clerk of the Board of Supervisors, Inyo County, California
By 

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AGREEMENT NUMBER

05LA580006

REGISTRATION NUMBER

68800406117769

2007 MAR 19 AM 10:00

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

SECRETARY OF STATE

CONTRACTOR'S NAME

Inyo County

2. The term of this Agreement is: April 3, 2006 through June 6, 2006

3. The maximum amount of this Agreement is: \$ 98,958.84
Ninety eight thousand nine hundred fifty-eight dollars and eighty-four cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

Exhibit A-1 – Waiver of Deadline

Exhibit B – Budget Detail and Payment Provisions

2 pages

1 pages

1 pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

GTC 306

1 pages



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

Exhibit F – Approved Application

Exhibit G – County Resolution

2 pages

1 pages

2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

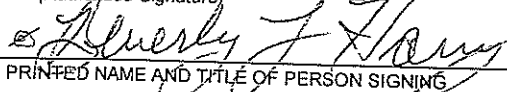
CONTRACTOR

California Department of General
Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Inyo County

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/6/2006

PRINTED NAME AND TITLE OF PERSON SIGNING

Beverly J. Harry, County Clerk

ADDRESS


168 N Edwards Street - Box F
Independence, CA 93526

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)



DATE SIGNED (Do not type)

4-11-06

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services Division

ADDRESS

1500 11th Street, Sacramento, CA 95814

EXHIBIT A
(Standard Agreement)

RECEIVED Inyo County
U.S. ELECTION ASSISTANCE COMMISSION 05LA580006
2007 MAR 19 AM 10:00
Page 1 of 2

SCOPE OF WORK

BACKGROUND:

Section 102 of Title I of the Help America Vote Act (HAVA) requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of funds is \$57,322,707. Funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct" -- defined as a precinct using a "punch card" voting system in the November 2000 election. "Punch card" voting systems, for California purposes are Votomatic, Pollstar, and Datavote. According to the Statement of Vote for the November 7, 2000 General Election, there were 17,957 qualifying precincts in California, resulting in a per precinct allocation of \$3,192.22.

Thirty (30) counties of California used a punch card voting system in November 2000. The State was required to either replace all punch card voting systems by January 1, 2004, or request a waiver of that deadline pursuant to section 102(a)(3)(B). The Secretary of State requested and was granted a waiver, and the deadline was extended to require the replacement of all punch card voting systems in time for the first election for Federal office held after January 1, 2006, in order to qualify for funds. If any punch card voting systems are not replaced by this date, the State is required to refund the unused monies to the federal government.

The amount of funds for each county is prescribed by formula in the HAVA and the state may not direct unused funds to any other purpose. Inyo County has been allocated \$ 98,958.84 based upon this formula.

COUNTIES RESPONSIBILITIES:

Inyo County, herein after referred to as County, shall use said allocation to replace its Datavote Voting System under Title I -- Section 102 Punch Card Replacement Allocation Amounts. County shall further submit to the Secretary of State all invoices for funds expended in replacing its Datavote Voting System within 60 days after the funds are expended. Any funds not expended shall be returned in full to the Secretary of State no later than the date the invoice is submitted as provided above.

County further acknowledges and agrees that although the next scheduled election for Federal office is June 6, 2006, should an election for Federal office occur prior to that date and after January 1, 2006, County shall be required to comply with the deadline set forth in section 102(a)(3)(B) of the HAVA, and replace its Datavote Voting System by the date of that election.

COUNTY AND STATE CONTACTS

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Inyo County
Name: Caren Daniels-Meade	Name: Beverly J. Harry
Phone: (916) 657-21333	Phone: (760) 878-0220

Direct all contract related inquiries to:

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COMMISSION

Inyo County
05LA580006
Page 2 of 2

EXHIBIT A
(Standard Agreement) 2007 MAR 19 AM 10:00

State Agency: Secretary of State	Contractor: Inyo County
Section/Unit: Contract Services	Section/Unit: County Clerks
Attention: Cathy Blair or Raquelle Lassetter	Attention: Beverly J. Harry
Address: 1500 11 th Street, Sacramento CA 95814	Address: 168 N Edwards Street – Box F Independence, CA 93526
Phone: (916) 653-5974	Phone: (760) 878-0220
Fax: (916) 653-8544	Fax:

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EXHIBIT A-1

2007 MAR 19 AM 10:00

Inyo County

05LA580006

Page 1 of 1

Page 1 of 1



GSA Office of the Chief Financial Officer

MAR 8 2004

The Honorable Kevin Shelley
The Secretary of State of California
Sacramento, CA 95814

Dear Mr. Secretary:

Thank you for your letter, dated December 17, 2003, certifying that your State would not meet the deadline of replacing all punch card voting systems by the November 2004 general election, and asking for a waiver of the November 2004 deadline under Section 102(a)(3)(B) of the Help America Vote Act. Your request for a waiver of the deadline is approved, and the State shall ensure that all of the punch card voting systems in the qualifying precincts within the State shall be replaced in time for the first election for Federal office held after January 1, 2006.

Your State will still be responsible for reporting to the General Services Administration in the manner outlined in our letter of July 28, 2003. The only change will be the extension of the deadline for replacement of the punch card voting systems. If you have any questions or comments, please feel free to contact Stephen J. Kulenguski at (202) 501-4496.

Sincerely,

Deborah J. Schilling

Deborah J. Schilling
Director of Budget

cc:

The Honorable Arnold Schwarzenegger
Governor of California
Sacramento, CA 95814

EXHIBIT B
(Standard Agreement)

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COMMISSION

2007 MAR 19 AM 10:00

Inyo County
05LA580006
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Advance Payment

The county of Inyo shall be allocated \$98,958.84 for advance payment

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 03/04 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

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COMMISSION

Inyo County
05LA580006
Page 1 of 1

EXHIBIT C
(Standard Agreement) 2007 MAR 19 AM 10:00

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
(Standard Agreement) 2007 MAR 19 AM 10:00

SPECIAL TERMS AND CONDITIONS

1. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement) 2007 MAR 19 AM 10:00

ADDITIONAL PROVISIONS

1. Incomplete "Punch-Card" Replacement

In the event the County does not replace, prior to the first election for Federal office held after January 1, 2006, all punch card voting equipment in all qualifying precincts, it agrees to refund any unspent portion of the funds allocated by this Agreement to the Secretary of State within 60 days after the date of the first election for Federal office held after January 1, 2006, in an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced. The Secretary of State may utilize any and all judicial or administrative remedies if the unspent portion of the funds is not refunded to the Secretary of State as provided herein.

2. Final Certification

The Secretary of State will require a Final Certification from the Board of Supervisors of each county, prior to the deadline for replacement of punch card voting systems, that the requirements of the HAVA and the approved application requirements have been met.

3. Termination

Per federal policy, this contract may be terminated by the state with 30-day written notice.

4. Federal Debarment and Suspension

Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be found at: www.epls.gov.

5. Incompatible Activities

A. Individuals under contract with the Secretary of State are hereby notified that under Government Code Section 8314, it is unlawful for any elected state or local officer, including any state or local appointee, employee, or consultant, to use or permit others to use public resources for a campaign activity, or personal or other purposes which are not authorized by law.

B. SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

EXHIBIT E
(Standard Agreement) 2007 MAR 19 AM 10:01

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your supervisor or contract manager.

Help America Vote Act of 2002 (HAVA) 10:01

TITLE I - SECTION 102 PUNCH CARD REPLACEMENT
APPLICATIONCounty Elections Official ContactCounty Name: Inyo

County Address:

168 N. Edwards St. - Box F
Independence, CA 93526Contact Name: Beverly HarryTitle: Inyo County ClerkTelephone: 760-878-0220Email: inyoclerk@qnet.comFAX 760-878-1805SOS Use OnlyDate Received: 4-3-06Date Reviewed: 4-3-06Date Application Approved: 4-3-06

Comments:

A written certification by the County Board of Supervisors must be submitted with this form to address all of the following areas: (see attached procedures)

- The county used punch card voting equipment, as defined by the HAVA, Title I Section 102 (e), to conduct the November 7, 2000 General Election.
- The number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
- That the county either has replaced or agrees to replace all punch card voting systems in every qualifying precinct in the county not later than November 2004 (or January 1, 2006 if the deadline is extended by a waiver requested by the Secretary of State).
- If the county does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.
- Specific information on the voting system, including the name and vendor for the voting system that the county has purchased, or will purchase to replace the punch card voting system and copies of receipts of the actual purchase and expenditures.
- A certification that the replacement voting system (1) Is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) Is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) Is certified by the Secretary of State for use as a voting system in California.
- Execution of a State of California Standard Agreement (with attachments) between the Secretary of State and the County.

I certify that the information contained in this form including all attachments is true and correct and that the project for which funds are being sought complies with the requirements set forth in the Help America Vote Act of 2002.

Name Beverly J. Harry
County RepresentativeDate 3/30/2006

Resolution No: 2006-1901 MAR 19 AM 10:01

RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
APPROVING THE APPLICATION FOR HAVA SECTION 102 PUNCHCARD BUYOUT
GRANT FUNDS UNDER TITLE 1 OF THE
HELP AMERICA VOTE ACT OF 2002

INYO COUNTY VOTING MODERNIZATION PROJECT

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration, specifically the replacement of punch card voting systems in Title 1, Section 102; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and Title 1, Section 102 specifically, setting up necessary procedures; and

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors:

1. Approves the filing of an Application for assistance for the above project to be funded from the Help America Vote Act of 2002, Title 1, Section 102; and
2. Certifies the County used punch card voting equipment, as defined by the HAVA, Title I Section 102(e), to conduct the November 7, 2000 General Election.
3. Certifies that 31 is the number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
4. Certifies that if the County does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card equipment is not replaced.
5. Certifies that the voting systems that the County will purchase are the AVC Edge with VeriVote and the Optech Insight Tabulator, both products of Sequoia Voting Systems, Inc. Receipts will be provided upon the actual purchase and expenditures.
6. Certifies that the replacement voting system (1) is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) Is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) Is certified by the Secretary of State for use as a voting system in California.
7. Certifies that the County will execute a State of California Standard Agreement (with

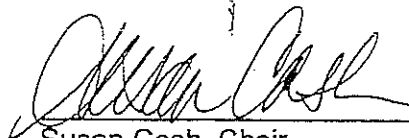
2007 MAR 19 AM 10:01

attachments) between the Secretary of State and the County.

8. Certifies that the Inyo County Elections Officer is appointed as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, State of California Standard Agreement with attachments, payment requests, and other documents which may be necessary for the completion of the aforementioned Project.

PASSED AND ADOPTED this 21st day of March, 2006, by the following vote:

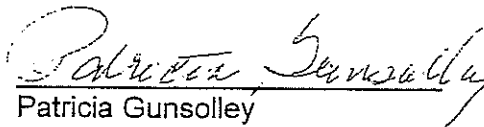
AYES: Supervisors Arcularius, Cash, Williams, Bilyeu and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



Susan Cash, Chair
Inyo County Board of Supervisors

ATTEST: Ron Juliff
Clerk of the Board

By:



Patricia Gunsolley
Assistant Clerk of the Board

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest March 30 2006
Ronald Juliff, Administrative Officer and
Clerk of the Board of Supervisors, Inyo County, California

Help America Vote Act of 2002 (HAVA)
 Title I - Section 102 Punch Card Replacement
 Payment Request Internal Documentation
 RECEIVED
 ELECTION ASSISTANCE
 COMMISSION
 2007 MAR 19 AM 10:01

County Name

Yuba

HAVA Section 102 Allocation Amount

\$ 137,265.49

Approval By Executive Office

[Signature]

Date Approved

CA 05LA 58025

12-28-05

Instruction to SOS Accounting Department

Request Disbursement of Check to:

Yuba

Check in the Amount of:

\$ 137,265.49

Notice to State Controller's Office:

Please mail check to:
 Yuba County Registrar of Voters
 Attn: Terry Hansen
 915 8th Street, Suite 107
 Marysville, CA 95901

R = 16476

12/28/05 3066

Checklist

- ☒ Internal Documentation Form Completed
- ☒ Allocation Approval Signed by Executive Staff
- ☒ Contract Request to Contracts Unit
- ☒ Copies of Contract To County Official
- ☒ Received Contract Back From County
- ☒ Sent to DGS For Approval
- ☒ DGS Approved Contract
- ☒ Copy of Approved Contract Sent To County
- ☒ Sent to Accounting Office For Processing
- ☐ Accounting Staff Processed Payment Request
- ☐ Claim Schedule Issued
- ☐ Accounting to send e-mail to Elections Division when sent to SCO
- ☐ E-mail notice to County that check should be received with 10-days
- ☐ Receipt from SOS Accounting for Check
- ☐ Received confirmation that County received check

Date

12-28-05

12-28-05

12-29-05

12/30/05 8K

01/02/05

01/13/05

01/20/05

01/25/05

01/25/05

01/31/06

2/16/06

OK 4618829

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 9/01)

emailed
5/28

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER AMENDMENT NUMBER

05LA580005 2007 MAR 19 1 AM 10: 01

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Secretary of State
CONTRACTOR'S NAME
Yuba County
2. The term of this Agreement is December 29, 2005 through June 6, 2006
3. The maximum amount of this Agreement after this amendment is: \$137,265.49
One hundred thirty-seven thousand two hundred sixty-five dollars and forty-nine
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Exhibit A, Scope of Work, page 1 of 2, paragraph 4, COUNTIES RESPONSIBILITIES, is hereby amended to read:

Yuba County, herein after referred to as County, shall use said allocation to replace or augment its voting system pursuant to HAVA Title I, Section 102. County shall further submit to the Secretary of State all invoices for funds expended to replace or augment its voting system after the funds are expended, but not later than December 31, 2006. Any funds not expended shall be returned in full to the Secretary of State no later than the date the invoice is submitted as provided above.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Yuba County

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terry Hansen, Registrar of Voters

ADDRESS

915 8th Street - Suite 107
Marysville, CA 95901

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services

ADDRESS

1500 11th Street, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

AGREEMENT SUMMARY STD 215 (NEW 02/98)

Corrected Copy

AGREEMENT NUMBER 05LA5800005	JMBR	AMENDMENT NUMBER
RECEIVED U.S. ELECTION ASSISTANCE ADMISSION 2007 MAR 19 10 11 AM '07 FEDERAL ELECTION COMMISSION AGENCY ID CODE 65058		

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME

Yuba County

3. AGENCY TRANSMITTING AGREEMENT

Secretary of State (SOS)

4. DIVISION, BUREAU, OR OTHER UNIT

HAVA

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Cathy Blair @ (916) 653-5974 or Raquelle Lassetter @ (916) 653-6693

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO

☐ YES (If YES, enter prior contractor
name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

HAVA - Section 102 Local Assistance (Punchcard Buyout)

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Provide advance funding under the provisions of the Help America Vote Act (HAVA) for the counties affected under Section 102 of HAVA to replace punch card voting systems. Changes to the scope of work as well as extending the date of the contract to allow the San Diego County additional time in which to expend the funds allowed under HAVA Section 102.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE

☐ QUARTERLY

☒ ONE -TIME PAYMENT

☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE

☐ WITHHOLD _____ %

☒ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Federal	0890(b)-101-0890	04/05	208	2004	\$ 137,265.49
					\$

OBJECT CODE B-05-5890-91001-995109

AGREEMENT TOTAL \$ 137,265.49

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 137,265.49

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

2/10/06

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 137,265.49

12.

AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	12/29/05	06/06/06	\$ 137,265.49	Exempt
Amendment No. 1				
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 11,389,843.44	

(Continue)

sent 12/30

AGREEMENT NUMBER
05EA580005
U.S. ELECTION ASSISTANCE
REGISTRATION NUMBER

2007 MAR 19 AM 10:02

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

SECRETARY OF STATE

CONTRACTOR'S NAME

Yuba County

2. The term of this Agreement is: December 29, 2005 through June 6, 2006

3. The maximum amount of this Agreement is: \$ 137,265.49
One hundred thirty-seven thousand two hundred sixty-five dollars and forty-nine cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A-1 – Waiver of Deadline	1 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C* – General Terms and Conditions	1005

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 pages
☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions	2 pages
Exhibit F – Approved Application	3 pages
Exhibit G – County Resolution	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Yuba County

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terry Hansen, Registrar of Voters

ADDRESS

915 8th Street, Suite 107
Marysville, CA 95901

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services Division

ADDRESS

1500 11th Street, Sacramento, CA 95814

California Department of General
Services Use Only

EXHIBIT A
(Standard Agreement) 2007 MAR 19 AM 10:02

SCOPE OF WORK

BACKGROUND:

Section 102 of Title I of the Help America Vote Act (HAVA) requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of funds is \$57,322,707. Funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct" -- defined as a precinct using a "punch card" voting system in the November 2000 election. "Punch card" voting systems, for California purposes are Votomatic, Pollstar, and Datavote. According to the Statement of Vote for the November 7, 2000 General Election, there were 17,957 qualifying precincts in California, resulting in a per precinct allocation of \$3,192.22.

Thirty (30) counties of California used a punch card voting system in November 2000. The State was required to either replace all punch card voting systems by January 1, 2004, or request a waiver of that deadline pursuant to section 102(a)(3)(B). The Secretary of State requested and was granted a waiver, and the deadline was extended to require the replacement of all punch card voting systems in time for the first election for Federal office held after January 1, 2006. If any punch card voting systems are not replaced by this date, the State is required to refund the unused monies to the federal government.

The amount of funds for each county is prescribed by formula in the HAVA and the state may not direct unused funds to any other purpose. Yuba County has been allocated \$ 137,265.49 based upon this formula.

COUNTIES RESPONSIBILITIES:

Yuba County, herein after referred to as County, shall use said allocation prior to the date of the first election for Federal office held after January 1, 2006, to replace its Datavote Voting System under Title I -- Section 102 Punch Card Replacement Allocation Amounts. County shall further submit to the Secretary of State all invoices for funds expended in replacing its Datavote Voting System within 60 days after the funds are expended or within 60 days after the date of the first election for Federal office held after January 1, 2006, whichever is earlier. Any funds not expended shall be returned in full to the Secretary of State no later than the date the invoice is submitted as provided above.

County further acknowledges and agrees that although the next scheduled election for Federal office is June 6, 2006, should an election for Federal office occur prior to that date and after January 1, 2006, County shall be required to comply with the deadline set forth in section 102(a)(3)(B) of the HAVA, and replace its XXX Voting System by the date of that election.

COUNTY AND STATE CONTACTS

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Yuba County
Name: Caren Daniels-Meade	Name: Terry Hansen
Phone: (916) 657-21333	Phone: (530) 749-7855

EXHIBIT A
(Standard Agreement)

Yuba County
05LA580005
Page 2 of 2
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COMMISSION

2007 MAR 19 AM 10:02

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor: Yuba County
Section/Unit: Contracts	Section/Unit: Registrar of Voters
Attention: Cathy Blair	Attention: Terry Hansen
Address: 1500 11 th Street, Sacramento CA 95814	Address: 915 8 th Street Suite 107 Marysville, CA 95901
Phone: (916) 653-5974	Phone: (530) 749-7855
Fax: (916) 653-8544	Fax:

EXHIBIT A-1



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COMMISSION
Yuba County
05LA580005
2007 MAR 19 AM 10:02
Page 1 of 1

GSA Office of the Chief Financial Officer

MAR 8 2004

The Honorable Kevin Shelley
The Secretary of State of California
Sacramento, CA 95814

Dear Mr. Secretary:

Thank you for your letter, dated December 17, 2003, certifying that your State would not meet the deadline of replacing all punch card voting systems by the November 2004 general election, and asking for a waiver of the November 2004 deadline under Section 102(a)(3)(B) of the Help America Vote Act. Your request for a waiver of the deadline is approved, and the State shall ensure that all of the punch card voting systems in the qualifying precincts within the State shall be replaced in time for the first election for Federal office held after January 1, 2006.

Your State will still be responsible for reporting to the General Services Administration in the manner outlined in our letter of July 28, 2003. The only change will be the extension of the deadline for replacement of the punch card voting systems. If you have any questions or comments, please feel free to contact Stephen J. Kulenguski at (202) 501-4496.

Sincerely,

A handwritten signature in cursive script that reads "Deborah J. Schilling".

Deborah J. Schilling
Director of Budget

cc:
The Honorable Arnold Schwarzenegger
Governor of California
Sacramento, CA 95814

EXHIBIT B
(Standard Agreement) 2007 MAR 19 AM 10:02

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Advance Payment

The county of Yuba shall be allocated \$137,265.49 for advance payment

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 03/04 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

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U.S. ELECTION ASSISTANCE
COMMISSION

Yuba County
05LA580005
Page 1 of 1

EXHIBIT C
(Standard Agreement)

2007 MAR 19 AM 10:03

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
(Standard Agreement)

2007 MAR 19 AM 10:03

SPECIAL TERMS AND CONDITIONS

1. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

RECEIVED
U.S. ELECTION ASSISTANCE
COMMISSION
EXHIBIT E
(Standard Agreement)

Yuba County
05LA580005
Page 1 of 2

2007 MAR 19 AM 10:03

ADDITIONAL PROVISIONS

1. Incomplete "Punch-Card" Replacement

In the event the County does not replace, prior to the first election for Federal office held after January 1, 2006, all punch card voting equipment in all qualifying precincts, it agrees to refund any unspent portion of the funds allocated by this Agreement to the Secretary of State within 60 days after the date of the first election for Federal office held after January 1, 2006, in an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced. The Secretary of State may utilize any and all judicial or administrative remedies if the unspent portion of the funds is not refunded to the Secretary of State as provided herein.

2. Final Certification

The Secretary of State will require a Final Certification from the Board of Supervisors of each county, prior to the deadline for replacement of punch card voting systems, that the requirements of the HAVA and the approved application requirements have been met.

3. Termination

Per federal policy, this contract may be terminated by the state with 30-day written notice.

4. Federal Debarment and Suspension

Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be found at: www.epls.gov.

5. Incompatible Activities

A. Individuals under contract with the Secretary of State are hereby notified that under Government Code Section 8314, it is unlawful for any elected state or local officer, including any state or local appointee, employee, or consultant, to use or permit others to use public resources for a campaign activity, or personal or other purposes which are not authorized by law.

B. SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

EXHIBIT E
(Standard Agreement)

2007 MAR 19 AM 10:03

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your supervisor or contract manager.

Help America Vote Act of 2002 (HAVA)

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COMMISSION

TITLE I - SECTION 102 PUNCH CARD REPLACEMENT APPLICATION 2005-12-28 AM 10:03

County Elections Official Contact	SOS Use Only
County Name: <u>YUBA</u>	Date Received: <u>12-21-05</u>
County Address: <u>915 8th Street - Suite 107</u>	Date Reviewed: <u>12-28-05</u>
<u>Marysville, CA 95901</u>	Date Application Approved: <u>12-28-05</u>
Contact Name: <u>Ms. Terry A. Hansen</u>	Comments:
Title: <u>Registrar of Voters</u>	
Telephone: <u>(530) 749-7855</u>	
Email: <u>thansen@co.yuba.ca.us</u>	
FAX <u>(530) 749-7854</u>	

A written certification by the County Board of Supervisors must be submitted with this form to address all of the following areas: (see attached procedures)

- The county used punch card voting equipment, as defined by the HAVA, Title I Section 102 (e), to conduct the November 7, 2000 General Election.
- The number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
- That the county either has replaced or agrees to replace all punch card voting systems in every qualifying precinct in the county not later than November 2004 (or January 1, 2006 if the deadline is extended by a waiver requested by the Secretary of State).
- If the county does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.
- Specific information on the voting system, including the name and vendor for the voting system that the county has purchased, or will purchase to replace the punch card voting system and copies of receipts of the actual purchase and expenditures.
- A certification that the replacement voting system (1) is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) is not inconsistent with the laws described in Section 906 of the HAVA; (3) meets the requirements of Section 301 of the HAVA; and (4) is certified by the Secretary of State for use as a voting system in California.
- Execution of a State of California Standard Agreement (with attachments) between the Secretary of State and the County.

I certify that the information contained in this form including all attachments is true and correct and that the project for which funds are being sought complies with the requirements set forth in the Help America Vote Act of 2002.

Name

Terry A. Hansen
County RepresentativeDate December 14, 2005

The County of Yuba

COUNTY CLERK RECORDER

1000 S 8th STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



05LA580005
Yuba County
Page 2 of 3

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COMMISSION

Ms. Terry A. Hansen

7007 MAR 19 AM 10:03
(530) 749-7851

December 14, 2005

To: Jana Lean, Elections Information Program Manager
From: Terry A. Hansen, Yuba County Registrar of Voters
Subject: Help America Vote Act of 2002 Title I, Section 102
Grant Application Documentation

A Yuba County used punch card voting equipment, specifically the DataVote Punch Card Voting Systems as defined by HAVA, Title I, Section 102(e) to conduct the November 7, 2000 General Election.

B There were forty-three (43) qualifying precincts for the election reported by the Yuba County Statement of Vote for November 7, 2000 General Election, as published by the Secretary of State.

C Yuba County will replace the entire DataVote Punch Card Voting System in every qualifying precinct in the county for the June, 2006 Direct Primary with Sequoia Voting Systems 400-C High Speed, Optical Scan, Central Count Tabulation System.

D If Yuba County does not replace, by the specific deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22, including interest, if required by the state or federal law, multiplied by the number of qualifying precincts in which all punch card voting is not replaced.

E Specific information on the new voting system Yuba County is purchasing to replace the punch card system can be obtained through the following contact:

Sequoia Voting System
7677 Oakport Street Suite 800
Oakland, California 94621

Sequoia Opreeh 400-C

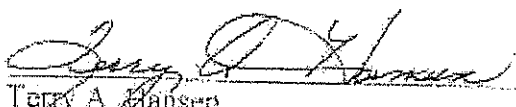
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2007 MAR 19 AM 10: 03

Jana Lean
California Secretary of State
Page Two
December 14, 2005

F The replacement voting system is (1) not a punch card system within the meaning of Section 102 of HAVA, (2) is not inconsistent with the laws described in Section 906 of HAVA, (3) meets the requirement of Section 301 of HAVA, and (4) is certified by the Secretary of State for use as a voting system in California.

I certify that the information contained in this form, including all attachments is true and correct and that the project for which funds are being sought complies with the requirement set forth in the Help America Vote Act of 2002.


Terry A. Hansen
Registrar of Voter
Yuba County

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2007 MAR 19 AM 10:03

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBARESOLUTION APPROVING THE APPLICATION)
FOR FUNDS UNDER THE HELP AMERICAN VOTE ACT) RESOLUTION NO: 2005-280
OF 2002)PROJECT: DRE Voting Equipment Acquisition

WHEREAS, Help America Vote Act of 2002 has been enacted to improve election administration, specifically the replacement of punch card voting systems in Title 1, Section 102; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and Title 1, Section 102 specifically, setting up necessary procedures, and

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of an Application for assistance for the above project(s) to be funded from the Help America Vote Act of 2002, Title 1, Section 102; and

2. Certifies the County understands the assurances and certification in the Application form, and

3. Certifies the County has reviewed and understands the Application and procedures which are attached and incorporated here by reference; and

4. Appoints the Chief Elections Officer as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the aforementioned Project.

PASSED AND ADOPTED this 6th day of December
2005, by the Board of Supervisors of the County of Yuba, by the following vote:

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COMMISSION

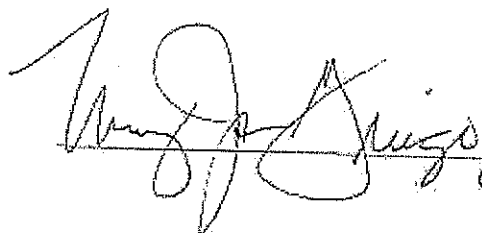
2007 MAR 19 AM 10:04

AYES: Supervisor Logue, Griego, Schrader, Stocker

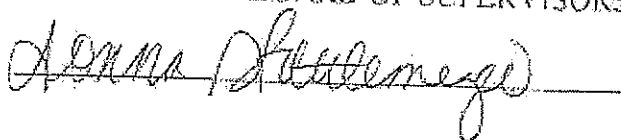
NOES: None

ABSENT: Supervisor Nicoletti

ABSTAIN: None

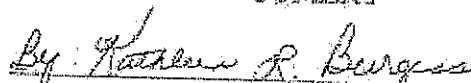

Chairman

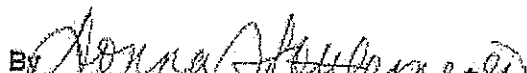
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS



The foregoing Instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

APPROVED AS TO FORM: COUNTY COUNSEL
DANIEL MONTGOMERY

By: 
Chief Deputy

By: 
Date: December 8, 2005